



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR
PURCHASES FROM \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 8, 2011	QUOTE DUE BY (DATE AND TIME): SEPTEMBER 19, 2011 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE DELIVERED ON OR BEFORE: BEST DATE	QUOTATION #: SL12-026-R7 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID 314-301-1439 EMAIL: STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION ST. LOUIS PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016	Delivery Locations: MoDOT Operations Complex District Garage 2309 Barrett Station Road Ballwin, MO 63021	

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED.

QTY	DESCRIPTION (including size and/or part #'s)	Unit Cost	Delivery Time
1	Hydraulic system installed on a 2011 Chevrolet 1 ton crew cab with a 6.6 turbo diesel engine, automatic transmission and 2 wheel drive. Truck has a permanent platform bed mounted. Hydraulic system to operate material spreader as an open loop system and include independent auger and spinner controls. Options may include Prewet system and GPS compatibility. <i>Please see attached Hydraulic Specifications for 1 tons on Pages 2-4.</i> <u>INDICATE MODEL /BRAND BELOW:</u>		
1	8' 6" Super Duty Straight Blade Snow Plow Installed <i>Please see attached Snow Plow Specifications on Page 5.</i> <u>INDICATE MODEL /BRAND BELOW:</u>		
TOTAL ORDER EXTENSION:			
OPTIONAL PRICING:			
EST QTY	Option to upgrade additional manual systems:		
5	<ul style="list-style-type: none"> Retrofit existing Ford & Chevrolet 1 tons with diesels with manual auger and spinner valves to electronic valves Hoist controls for dump/flat beds 		
VENDOR NAME:			

Pricing to remain in effect through September 30, 2012. Quantities for Optional Pricing Section may increase or decrease based on MoDOT St. Louis District needs.

THIS IS NOT A SEALED BID. QUOTATIONS CAN BE FAXED TO EITHER FAX NUMBER ABOVE.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results and/or addendums.

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #:		
	Cellular #:		
Printed Name and Title of Responsible Officer or Employee:	Signature:		
Is your company registered/certified with the State of Missouri as a (please circle):			
MINORITY BUSINESS ENTERPRISE (MBE) ?		YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?		YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO

Hydraulic Specifications for 1 tons

HYDRAULIC PUMP:

Hydraulic pump shall be an underhood belt driven clutch pump. Pumps minimum capability must be 15 GPM @ 1800 engine RPM and capable of 3000 PSI. The pump shall be constructed of cast iron with SAE o'ring type ports. The 12VDC clutch must have a minimum of 90-ft/lb-torque rating. The pump shall have a tapered keyed shaft and SAE 2-bolt "A" mounting flange.

PUMP MOUNTING KIT:

Clutch pump mounting kit shall be an "off the shelf" manufactured product complete with belt tightening capability. The kit shall install without any major modification to the chassis. The mounting kit shall not be a custom built kit.

RESERVIOR:

Hydraulic reservoir shall be 20 gallon capacity, constructed of 12 gauge pickled steel, powder coated black, 3/16" thick angle iron mounting brackets and equipped with the following:

- Basket type filler breather cap
- ¾" Magnetic drain plug
- 2" NPT suction with 100-mesh screen type filter w/3 PSI bypass
- 5" Sight temperature gauge externally mounted
- 1.25" full flow brass ball valve

Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be rated for no less than 80 GPM. Filter shall be similar or functionally equivalent to **ZINGA model TS-1200-25-1-0 with ZSRE-409-10 micro-glass filter element** and be equipped with visual filter condition indicator gauge.

SPREADER VALVE:

The dual flow spreader valve shall control the Auger and Spinner independently via a 12V DC pulse width modulated signal. Valve must be a mono-block design with two pressure compensated cartridges that are a single piece design with hardened cartridge bores and spools and capable of flows up to 14 GPM with pressures to 3000 PSI. Valve is to be adaptable for use with a load sensing system or open center system with an unloader valve capable of 30 GPM. A full flow adjustable relief valve must be integrated into the mono-block design. This may also serve as a main relief valve if the power beyond feature is used. A pilot relief will not be accepted. The auger and spinner cartridges shall have a heavy duty 7/16-20 UNF screw style manual over-ride that is adjustable from no flow to full flow. Valve housing is to be made of aluminum with a gray anodizing for durability and resistance corrosion. All plumbing shall come out the bottom of the valve for ease of mounting it into an enclosure.

VALVE ENCLOSURE:

The valve assembly shall be mounted in weather-tight enclosure. The valve enclosure base shall be fabricated of 10-gauge steel and cover shall be fabricated of 14-gauge steel. Enclosure shall be designed to not allow

humidity to be trapped inside no gaskets are allowed. Valve to be mounted with all ports coming out the bottom and holes allowing for hose adapter fittings to be connected directly to the valve no bulkheads are allowed. The use of internal plumbing is not permitted. Valve enclosure lid is to be removable by the unlatching of 3 rubber latches the use of bolts is not permitted. Valve will be "Boxed In" with the cover and not the base. All plumbing shall be external, directly out the bottom of the valve enclosure.

SPREADER CONTROL

The electronic spreader control shall be designed for precise, closed or open loop control of granular and pre-wet liquid application as standard and shall have the ability to control direct application liquid when optional equipment is selected. The electronic spreader control shall have a field replaceable battery backup that protects memory functions. Data memory shall be 512K RAM. For data logging unit shall retain a minimum of four thousand (4000) events. The electronic spreader firmware shall be upgradeable by downloading files from the supplier's web site at no charge to the municipality for the life. The unit must be protected from reverse polarity, as well as be over-voltage protected by using a five-amp reset circuit breaker. All circuit boards to be conformal coated. The spreader control is to be capable of self-diagnostics for system errors and correction procedures. Error codes shall be displayed in plain English, coded messages that require an additional document to interpreted are not acceptable.

As standard, the control unit shall have password protection to prevent unauthorized use of set up function. As an option, iButton technology shall be available for saving and loading of calibration parameters. The control unit shall be capable of self-calibration of auger/conveyor feed rates and require no additional timepieces to calibrate. Programming shall allow for blast function to be set one of three ways: momentary, timed or by distance traveled. The unit must also be capable of spreading up to four different granular materials and ten programmable spread rates. Controller shall have programmable nomenclatures for granular and pre-wet materials. Programming shall provide for automatic default to open loop in the event of a feedback failure. The unit must provide three operational modes: manual, open loop (ground speed only) and closed loop (ground speed with auger/conveyor feedback). Programming shall also provide for two-speed axle input as required.

Text display that shall consist of a two line alphanumeric fluorescent display shall inform the operator of spread rate information (US or metric) and calibration parameters. The unit must be capable of displaying logged spread run information for intermediate reference and be able to download data to a serial printer or PC computer when complete data is required. The unit will provide real time and date. The unit must provide for three compensated valve outputs. In addition the unit shall have a bi-directional RS232 port for printer or data collection. Unit shall have a standby (pass) and blast feature as standard. Unit shall provide stationary unload functions on granular, pre-wet and direct functions. The unit shall also be upgraded for event logging. The control shall have a programmable jump-start feature to provide immediate material flow at start up. The unit must be programmable to interface with road temperature sensors, direct liquid application systems, and AVL/data management equipment. If AVL/data management equipment is to be used, an event logging upgrade key will need to purchased separately.

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8' 6" Super Duty Straight Blade Snow Plow Specifications

Blade: The blade shall be 8' 6" wide and is a full moldboard trip blade design. Blade moldboard shall be constructed from 11 gauge steel and comes standard with a ½" X 6" cutting edge and cast iron wear shoes. Blade shall be 29" high with 7 vertical and 2 diagonal ribs. Blade measures 88" wide when angled at 30° and 102" when in the straight position. Blade shall have a heavy duty pushframe and quadrant which 1 ½" X 10" hydraulic angle rams attach directly to. The quadrant shall have built in angle ram stops. Blade shall include 4 fully adjustable trip springs and a shock absorber. The blade and all attached parts shall have a baked-on powder-coat finish with a zinc primer undercoating.

Plow Attaching System: The plow shall have a hydraulically assisted attaching mechanism with an electrical toggle switch mounted on the headgear. The connecting pin spring levers can be properly positioned and shall engage automatically when toggle switch is energized and headgear is raised by use of the hydraulic lift cylinder and hydraulic power unit. The system shall also have a direct mounted 2" x 1 ¼" x 10" lift ram with no lift chain or linkage. The truck mounted push assembly shall be height adjustable to be properly adjusted to various vehicle ride heights.

Headlamp System: The plow headlamps shall have separate high and low beam bulbs. Each headlamp shall include Halogen InfraRed low beam bulb to provide whiter light. While on high beam both high and low beam bulbs shall be illuminated to provide the ultimate in light output. System shall include cab mounted toggle switch to energize plow lights when plow is attached. Headlamp mounting mechanism shall include wraparound type hold down mount and tab style adjustment locking mechanism.

Electrical / Control System: Electrical system shall have two connectors at the vehicle grille. Control harness shall have complete compatibility to operate either straight plows or Vee plows with no modifications to harness. Electrical power for plow shall come directly from vehicle battery and shall have no effect on other vehicle systems. Plow control options shall include: push button type handheld control or a joystick type control. Handheld control shall have options that include the control being: pedestal mounted, hard mounted to dash, strapped to operator's leg and/or the handle being removed.

Hydraulic System: The complete hydraulic system shall be contained inside an enclosure protecting it from corrosive elements and hydraulic freeze-up. The two part system shall consist of an electric hydraulic power unit operating at 2500PSI and a separate electrically activated hydraulic valve block. The atmospheric breather for the system shall be enclosed from the elements to avoid water ingress each time the system is activated. All plow angling hydraulic cylinders shall have nitride coated rods to resist corrosion. Fluid level can be checked without tools.

Warranty: Snowplow must have a two year parts and flat rate labor warranty against defects in material or workmanship.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized,
title business name
 directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program to be submitted]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner) *(If applicable)*

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/qc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached on Pages 7-8.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached on Pages 9-10.